

00862.021664.1

PATENT APPLICATION

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: )  
TOSHIHIKO TAKEDA ET AL. ) : Examiner: James Lin  
Application No.: 10/774,583 ) : Group Art Unit: 1762  
Filed: February 10, 2004 ) :  
For: A MANUFACTURING METHOD OF )  
AN IMAGE FORMING APPARATUS :  
(As Amended) ) August 23, 2006

Mail Stop  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

TERMINAL DISCLAIMER

Sir:

Your petitioner, Canon Kabushiki Kaisha, a corporation duly organized under the laws of Japan, having a principal office at 3-30-2, Shimomaruko, Ohta-ku, Tokyo, Japan, and duly represented by the undersigned, represents that it is the assignee of the full title and interest in and to the above-identified Application No. 10/774,583, filed February 10, 2004 which is a division of Application No. 09/788,411, filed February 21, 2001, now U.S. Patent No. 6,726,520, as evidenced by the deeds of Assignment recorded on June 7, 2001 at Reel 011870, Frame 0218, and on July 19, 2003 at Reel 014293, Frame 0128 during prosecution of Application No. 09/788,411.

Your petitioner also hereby disclaims the terminal part of any patent granted on the above-identified application which would extend beyond the expiration date of the full statutory term of U.S. Patent No. 6,848,961, as presently shortened by any terminal disclaimer, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent No. 6,848,961, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors or assigns.

Your petitioner does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of U.S. Patent No. 6,848,961, as presently shortened by any terminal disclaimer, in the event that subsequent hereto U.S. Patent No. 6,848,961 expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is the subject of any disclaimer under 37 C.F.R. 1.321(a), has all claims cancelled by a reexamination certificate or is otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

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Your petitioner does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of U.S. Patent No. 6,846,213, as presently shortened by any terminal disclaimer, in the event that subsequent hereto U.S. Patent No. 6,846,213 expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is the subject of any disclaimer under 37 C.F.R. 1.321(a), has all claims cancelled by a reexamination certificate or is otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

Your petitioner hereby also disclaims the terminal part of any patent granted on the above-identified application which would extend beyond the expiration date of the full statutory term of any patent issuing from Application No. 10/913,542, as presently shortened by any terminal disclaimer, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to any patent issuing from Application No. 10/913,542, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors or assigns.

Your petitioner does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of any patent issuing from Application No. 10/913,542, as presently shortened by any terminal disclaimer, in the event that subsequent hereto any patent issuing from Application No.

10/913,542 expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is the subject of any disclaimer under 37 C.F.R. 1.321(a), has all claims cancelled by a reexamination certificate or is otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

By:   
Nobuyoshi Tanaka Ph.D.

Title: Senior Managing Director  
Group Executive  
Corporate Intellectual Property and  
Legal Headquarters  
CANON KABUSHIKI KAISHA

Date: November 15, 2006

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